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Mark A. Easter

(951) 826-8237

Mark.Easter@bbklaw.com

File No. 01376.00205

June 9, 2011

VIA EMAIL: ANDY.NINH@GMAIL.COM

QQ Place & Property
512 Olympia Bay
Loreda, TX 78041

Re: *Arlington Desalter Expansion Project*
Amended Temporary Right of Entry Permit for APN: 239-170-007

Western Municipal Water District ("District") has requested an extension of time in which to complete its surveys and soil testing on your property as previously indicated in the letter dated November 10, 2010. As you recall, the District is expanding the capacity of the Arlington Desalter and is considering the construction of a groundwater recharge basin in the vicinity of your property. The District acquired a Temporary Right of Entry Permit from you, in January of this year, seeking your cooperation in conducting surveys and soil investigations on your property for this Project up through March 31, 2011. However, that permit has since expired prior to the District being able to complete its surveys and soils testing. The District would like to resubmit its request to acquire brief intermittent access to the Property between now and the end of December 2011, in order to conduct the surveys and investigation as described in its previous Temporary Right of Entry Permit. Copies of the November 2010 letter and the signed Temporary Right of Entry Permit are attached for your reference. The District would like to begin the surveys in the next two (2) weeks. Accordingly, the District is requesting that you execute the enclosed Temporary Right of Entry Permit, so that the surveys and studies may be conducted for this Project during a time that is convenient for you, between now and December 31, 2011.

So that we can contact you to notify you of the exact times that the District will be entering the property, we are asking that you also complete the "Notice" section of the enclosed Permit. This Notice portion of the Permit will provide us with information about who to call if there is a locked gate or a condition such as domestic animals on the property. **Please be sure to complete this information.**

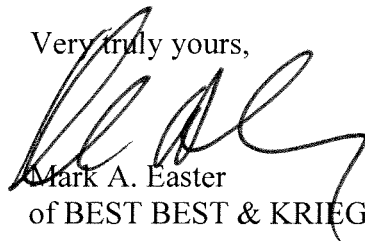
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ATTORNEYS AT LAW

QQ Place & Property
June 9, 2011
Page 2

Enclosed is an updated "Temporary Right of Entry Permit" for your review and approval. It is identical to the previous permit, with the exception of Paragraph 3 "Term," changing only the expiration date. Approval of this document would grant permission for the District and its agents, consultants, contractors and subcontractors to enter the property.

We thank you again for your cooperation. As counsel for the District, our office would be happy to meet with you and answer any questions you may have. Please feel free to contact me at 951-826-8237, or Fakhri Manghi, Project Manager for the Western Municipal Water District, at 951-789-5090.

Very truly yours,



Mark A. Easter
of BEST BEST & KRIEGER LLP

MAE:led

cc: Fakhri Manghi, WMWD

Enclosures

TEMPORARY RIGHT OF ENTRY PERMIT

THIS TEMPORARY RIGHT OF ENTRY PERMIT ("Permit") is made as of June ____, 2011 ("Effective Date"), by and between QQ Place & Property, the owners of the Property described herein ("Owner"), and Western Municipal Water District (the "District"), with reference to the facts set forth below.

RECITALS

A. QQ Place & Property is the owner of certain real property located in the County of Riverside, City of Riverside, State of California, known as Assessor Parcel Number 239-170-007 (the "Property"). QQ Place & Property is the designated agent acting upon its interest in the Property.

B. The District desires to enter the Property to conduct certain geotechnical and engineering investigations and testing, in order to determine the suitability of the Property for the conservation of groundwater basin facilities needed for the Arlington Desalter Expansion Project.

NOW, THEREFORE, in consideration of the promises, mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant, declare and agree as set forth below:

AGREEMENT

1. Permit to Enter Upon Property. Owner hereby grants to the District and its agents, consultants, contractors and subcontractors, permission to enter upon the Property in order to conduct environmental testing, geotechnical surveys and testing, examinations, and studies necessary to determine whether the Property meets the requirement of the District and the State Department of Toxic Substances Control, and to determine whether any hazardous materials may be present. This testing shall include taking soils samples and making borings (collectively "Testing") at the District's sole cost and expense. The District shall restore the Property to its original condition after any and all Testing.

2. Government Regulations. The District shall obtain, at its sole cost and expense, all governmental permits and authorizations required by any and all governmental agencies for performance of the Testing on the Property.

3. Term. The term of this Permit granted to the District over the Property shall commence on the Effective Date of this Permit, and shall terminate and expire on December 31, 2011, at 12:00 a.m. ("Term"). The Term may be extended by written amendment to this Permit signed by both Owner and the District. No additional instrument, consent or action by either party shall be required to terminate this Permit.

4. Compensation. In exchange for the Owners providing the District with access as described herein, the District shall compensate Owners in the sum of \$250.00.

5. Access to Property. The District agrees that it enters the Property at its sole cost and risk. During the Term of this Permit, the District shall have the right to enter the Property at any time during ordinary business hours with not less than twenty-four (24) hours prior verbal notice to Owner or Owner's counsel. The District shall make every reasonable effort to keep access to the Property open at all times during the course of the testing, and shall not interfere with Owner's activities in any way.

6. Hazardous Materials. The District agrees not to deposit any hazardous materials on the Property. The term "Hazardous Materials" shall mean and include the following:

- (a) substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601, et seq.), and/or the Hazardous Materials Transportation Act (49 USC Section 1801, et seq.);
- (b) those substances defined as "hazardous substances" in California Health and Safety Code Section 25316;
- (c) those substances defined as any of the foregoing in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws; and
- (d) without limitation, gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule or regulation.

7. General Provisions. This Permit shall be construed in accordance with, and be governed by, the laws of the State of California. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Permit shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

8. No Transfers. The District shall not convey, assign or otherwise transfer its interest in this Permit.

9. Counterparts. This Permit may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10. Authority. The individual executing this Agreement and the instruments referenced herein on behalf of the District, represents and warrant that they have the legal power, right and actual authority to bind the District to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, the parties have executed this Permit as of the date first above-written.

WESTERN MUNICIPAL WATER
DISTRICT

OWNER

By: _____

By: _____
QQ Place & Property, a Limited Partnership

Its: _____

Print Name and Title

NOTICE

Name(s)

Phone

Street Address

Alternate Phone

City, State and Zip Code

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WALNUT CREEK
(925) 977-3300

Mark A. Easter
(951) 826-8237
Mark.Easter@bbklaw.com
File No. 01376.00205

November 10, 2010

QQ Place & Property
512 Olympia Bay
Loreda, TX 78041

Via: Federal Express

Re: Arlington Desalter Expansion Project
Temporary Right of Entry Permit for APN: 239-170-007

Western Municipal Water District ("District") is expanding the capacity of the Arlington Desalter and is considering the construction of a groundwater recharge basin in the vicinity of your property. The District is seeking your cooperation in conducting surveys and soil investigations on your property for this Project. The District will require brief intermittent access to the Property between now and the end of January 2011. The District's consultants would drill 2 to 3 small borings on the property and take soil samples, to determine the subsurface conditions, soil and geological conditions on the Property, and its suitability for the use of an artificial recharge storage for the Arlington Basin, and to determine if the site or surrounding area has been exposed to contamination that would impact the ability to recharge water. The process involves a drill rig, two vehicles, and approximately four (4) workers. The geologists would then take the soil samples for evaluation. The District would then restore the property to its original condition after all testing has been completed. The process would take approximately 1 to 3 separate days to complete. During the time the District and their contractors would be on the property, there would be no obstruction or interference of any other activities in the Property. The District would like to begin the surveys in the next 2-3 weeks. Accordingly, the District is requesting that you execute the enclosed Temporary Right of Entry Permit, so that the surveys and studies may be conducted for this Project during a time that is convenient for you, between November 2010 and the end of March 31, 2011.

So that we can contact you to notify you of the exact times that the District will be entering the property, we are asking that you also complete the "Notice" section of the enclosed Permit. This Notice portion of the Permit will provide us with information about who to call if there is a locked gate or a condition such as domestic animals on the property.

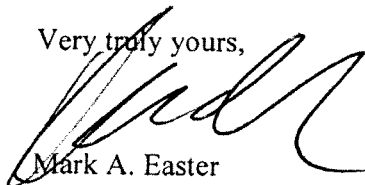
BEST BEST & KRIEGER
ATTORNEYS AT LAW

QQ Place & Property
November 8, 2010
Page 2

Enclosed is a "Temporary Right of Entry Permit" for your review and approval. Approval of this document would grant permission for the District and its agents, consultants, contractors and subcontractors to enter the property.

We look forward to your cooperation. As counsel for the District, our office would be happy to meet with you and answer any questions you may have. Please feel free to contact me at 951-826-8237, or the Fakhri Manghi, Project Manager for the Western Municipal Water District at 951-789-5090.

Very truly yours,



Mark A. Easter
of BEST BEST & KRIEGER LLP

MAE:led

cc: Fakhri Manghi, WMWD

TEMPORARY RIGHT OF ENTRY PERMIT

THIS TEMPORARY RIGHT OF ENTRY PERMIT ("Permit") is made as of November 1, 2010 ("Effective Date"), by and between QQ Place & Property, the owners of the Property described herein ("Owner"), and Western Municipal Water District (the "District"), with reference to the facts set forth below.

RECITALS

A. QQ Place & Property is the owner of certain real property located in the County of Riverside, City of Riverside, State of California, known as Assessor Parcel Number 239-170-007 (the "Property"). QQ Place & Property is the designated agent acting upon its interest in the Property.

B. The District desires to enter the Property to conduct certain geotechnical and engineering investigations and testing, in order to determine the suitability of the Property for the conservation of groundwater basin facilities needed for the Arlington Desalter Expansion Project.

NOW, THEREFORE, in consideration of the promises, mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant, declare and agree as set forth below:

AGREEMENT

1. Permit to Enter Upon Property. Owner hereby grants to the District and its agents, consultants, contractors and subcontractors, permission to enter upon the Property in order to conduct environmental testing, geotechnical surveys and testing, examinations, and studies necessary to determine whether the Property meets the requirement of the District and the State Department of Toxic Substances Control, and to determine whether any hazardous materials may be present. This testing shall include taking soils samples and making borings (collectively "Testing") at the District's sole cost and expense. The District shall restore the Property to its original condition after any and all Testing.

2. Government Regulations. The District shall obtain, at its sole cost and expense, all governmental permits and authorizations required by any and all governmental agencies for performance of the Testing on the Property.

3. Term. The term of this Permit granted to the District over the Property shall commence on the Effective Date of this Permit, and shall terminate and expire on March 31, 2011, at 12:00 a.m. ("Term"). The Term may be extended by written amendment to this Permit signed by both Owner and the District. No additional instrument, consent or action by either party shall be required to terminate this Permit.

4. Compensation. In exchange for the Owners providing the District with access as described herein, the District shall compensate Owners in the sum of \$250.00.

5. Access to Property. The District agrees that it enters the Property at its sole cost and risk. During the Term of this Permit, the District shall have the right to enter the Property at any time during ordinary business hours with not less than twenty-four (24) hours prior verbal notice to Owner or Owner's counsel. The District shall make every reasonable effort to keep access to the Property open at all times during the course of the testing, and shall not interfere with Owner's activities in any way.

6. Hazardous Materials. The District agrees not to deposit any hazardous materials on the Property. The term "Hazardous Materials" shall mean and include the following:

- (a) substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601, et seq.), and/or the Hazardous Materials Transportation Act (49 USC Section 1801, et seq.);
- (b) those substances defined as "hazardous substances" in California Health and Safety Code Section 25316;
- (c) those substances defined as any of the foregoing in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws; and
- (d) without limitation, gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule or regulation.

7. General Provisions. This Permit shall be construed in accordance with, and be governed by, the laws of the State of California. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Permit shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

8. No Transfers. The District shall not convey, assign or otherwise transfer its interest in this Permit.

9. Counterparts. This Permit may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10. Authority. The individual executing this Agreement and the instruments referenced herein on behalf of the District, represents and warrant that they have the legal power, right and actual authority to bind the District to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, the parties have executed this Permit as of the date first above-written.

WESTERN MUNICIPAL WATER
DISTRICT

By: _____

Its: _____

OWNER

By: HC
QQ Place & Property, a Limited Partnership

HAI E. QUACH
Print Name and Title

NOTICE

Name(s) _____

Phone _____

Street Address _____

Alternate Phone _____

City, State and Zip Code _____